

Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement

The undersigned member of the Civil Air Patrol has requested access to firing ranges, bivouac sites, classrooms, TAG sites, indoor/outdoor swimming pools, bowling, dining facility, gymnasium, billets. Weaponeer, Amphibian Lake, leadership reaction course, rappelling tower, and conditioning obstacle course, located at Fort Dix, New Jersey from 1 April 2004 through 31 March 2005, for the limited purpose of monthly training sessions and summer encampment. The undersigned acknowledges that use of these facilities for the above-stated purpose is considered an extremely dangerous activity that could result in the undersigned's death or serious bodily injury. The undersigned is a private citizen and is not employed by the United States Government.

In consideration of the undersigned being granted access to the aforesaid facilities for the above-state purpose, the undersigned hereby relinquishes any and all rights, claims, causes of action or other entitlements against the United States Government, its officers, agents, or employees for any personal injury, property damage, or wrongful death occurring to the undersigned while being provided access to the aforesaid facilities.

By this agreement, the undersigned acknowledges, understands and assumes all risks and/or harms inherent in accessing and utilizing the aforesaid facilities, which could result in death, serious permanent physical injury, paralysis, property damage, and economic and social losses. This includes any and all situations, even if specific warnings related to the condition or proper use of these facilities have not been disclosed to the undersigned. The undersigned is nevertheless willing to assume all risks, foreseeable or unforeseeable, inherent in accessing and utilizing these facilities.

The undersigned further acknowledges, understands that included within the scope of this waiver and release is any claim or cause of action arising from the U.S. Government's (its officers', agents' or employees') performance of, or failure to perform, maintenance, inspection, supervision or control of said facilities and for the failure to warn of specific dangerous conditions, if any, existing at said facilities.

The undersigned agrees that if any claim or cause of action for the undersigned's personal injury, property damage or wrongful death is commenced against the United States Government, its officers, agents and employees, the undersigned will hold harmless and defend, indemnify and otherwise save the United States Government, its officers, agents and employees from any and all said claims or causes of action by whomever or wherever made or presented.

It is the purpose of this agreement, and specifically the intent of the undersigned, to exempt, waive and release the United States Government, its officers, agents, and employees, from liability for personal injury, property damage and/or wrongful death of the undersigned caused by the negligence, wrongful act or omission of the United States Government, its officers, agents and employees.

The undersigned acknowledges that any oral statements or representations made by officers, agents or employees of the United States Government do not negate the terms of this Agreement.

The undersigned acknowledges that he/she is signing and agreeing to this Waiver of Liability, Release, Assumption of the Risk and Indemnity Agreement voluntarily and of his/her own free will, and that no promises or rewards have been made in order to secure his/her signature.

SIGNATURE

PRINTED NAME

DATE

PARENT/GUARDIAN SIGNATURE

PARENT/GUARDIAN PRINTED NAME

DATE